

MASTER AGREEMENT FOR AIRPORT SERVICES

THIS AGREEMENT is entered into as of August 1, 2000, by and between Swissport USA, Inc., with its principal offices at 45025 Aviation Drive, Suite 350, Dulles, Virginia 20166 ("Contractor"), and Delta Air Lines, Inc., a Delaware corporation with its principal offices at Hartsfield Atlanta International Airport, Atlanta, Georgia 30320 ("Delta").

WITNESSETH:

WHEREAS, Delta desires to obtain various airport services at the airports (collectively, the "Airports" and individually, an "Airport") identified in the Annexes (the "Airport Annexes") attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is in the business of supplying such services and is willing to provide the same for Delta on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **TERM.** This Agreement shall be effective as of August 1, 2000, and shall continue in effect until canceled by Delta giving not less than thirty (30) days' prior written notice to Contractor or Contractor giving not less than sixty (60) days' prior written notice to Delta. Notwithstanding the inclusion of specific termination dates for the Services in each Airport Annex, Delta may terminate the Services to be furnished at an Airport by giving at least thirty (30) days' prior written notice to Contractor, and Contractor may terminate the Services to be furnished at an Airport by giving at least sixty (60) days' prior written notice to Delta. The commencement dates (the "Commencement Dates") and the termination dates (the "Termination Dates") for service under this Agreement shall be as set forth in the respective Airport Annexes.

2. **SERVICES AND STANDARDS.**

2.1 From and after the Commencement Dates specified in the respective Airport Annexes, Contractor shall furnish to Delta at the Airports some or all of the services described in Exhibit A attached hereto as specified in each Airport Annex (the "Services"). The Airport Annexes shall be in the form set forth in Exhibit C attached hereto, and shall be executed and attached hereto from time to time by the parties. The charges for the Services shall be as set forth in each Airport Annex. The Services shall be performed in accordance with the specifications and other requirements referenced or set forth in Exhibit A. As provided in Section 4 hereof, it is understood that certain additional services may be required and shall be provided under this Agreement, even though not specifically listed in Exhibit A.

2.2 The services described in Exhibit A will be made available without further request for arrivals and departures scheduled to be made at each Airport by aircraft of Delta, its Delta Connection® subsidiaries, and other carriers ground handled by Delta from time to time (herein collectively the "Designated Aircraft"). Delta operates certain flights under the names "Delta Shuttle" and "Delta Express." Such operations are Delta operations for all purposes under this Agreement. Delta will coordinate with Contractor all proposed schedule changes or additions at least fifteen (15) days in advance of the effective date thereof by written notice, and Contractor will advise Delta as to Contractor's ability to accommodate such changes within three (3) days thereafter.

2.3 The services provided under this Agreement shall be of the first class, shall be performed in a timely and professional manner at all times and shall be performed in full compliance with Delta's standard practices (including, but not limited to, Delta's Ground Operations Manual), Delta's Environmental Programs Manual, and applicable ATA specifications, as such practices, programs and specifications may be in effect and communicated in writing to Contractor from time to time. All personnel utilized by Contractor which are dedicated to the Delta operation shall be properly attired in accordance with the uniform specifications set forth in Exhibit B hereto. Contractor's employees not dedicated to the Delta operation shall be properly and professionally attired, with uniforms approved in writing in advance by Delta. All personnel shall be able to perform the contracted services competently. All personnel must have the ability to communicate in English sufficiently to perform the Services competently and safely.

2.4 Contractor's employees who operate motorized vehicles in the performance of the Services must possess a valid state driver's license for the state in which the services are performed and a valid Delta Mobile Equipment Operator's License.

2.5 All Services shall be furnished by Contractor as an independent contractor. All personnel utilized by Contractor in the furnishing of such services shall be employees of Contractor and under no circumstances shall be deemed employees of Delta. Contractor shall be fully responsible for all acts and omissions of such personnel. Contractor shall bear sole responsibility for payment of compensation for employment to its personnel. Contractor shall withhold (if applicable), pay and report, for all personnel assigned to the Services, federal, state and local income tax withholding, social security taxes, employment head taxes, and unemployment insurance applicable to such personnel as employees of Contractor. Contractor shall bear sole responsibility for any health or disability benefits, retirement benefits, or welfare, pension or other benefits (if any) to which such personnel may be entitled. Contractor agrees to defend, indemnify, and hold harmless Delta, Delta's officers, directors, employees and agents, any benefit plan sponsored by Delta, and any fiduciaries or administrators of any such benefit plan, from and against any claims, liabilities, or expenses relating to any claim by Contractor's personnel for compensation for employment, tax, insurance, or benefits from Delta or any benefit plan sponsored by Delta.

2.6 Contractor agrees to use its best efforts to follow any instructions provided by Delta's Station Manager/Director or his designee regarding the standards, procedures, and practices to be followed in furnishing Services pursuant to this Agreement. In the absence of such instructions or applicable procedures in the materials described in paragraph 2.3 above, Services will be furnished in accordance with the accepted standards, practices, and procedures normally followed in the industry in connection with such operations. Delta's Station Manager/Director or his designee shall be authorized to request Services on behalf of Delta. Provided, however, for purposes of this Section 2.6, if the Services to be provided under this Agreement include cargo or mail handling services, then Contractor shall coordinate with both Delta's Station Manager/Director and Delta's Air Logistics Regional Manager or Air Logistics Manager for the Airport or their respective designees for all matters addressed by this Section 2.6 with respect to such cargo and mail handling services.

2.7 All services performed hereunder shall be performed in a manner which ensures health and safety of persons and the environment. Contractor shall comply with all laws, rules, regulations and procedures relating to health and safety of persons and the environment. Without limiting the foregoing general statements of Contractor's obligations, Contractor shall ensure that its employees wear all personal protective equipment necessary to protect such employees from potential hazards, including, without limitation, all personal protective equipment required by applicable laws, rules, regulations and procedures.

2.8 Contractor shall ensure that all personnel utilized in the performance of the services required hereunder receive all operational and safety training necessary for the safe and competent performance of such services, including, without limitation, any specialized training provided or required by Delta and any training required by applicable laws, rules, regulations and procedures. Contractor shall designate an employee to be the Contractor's Training Coordinator responsible for the training of new employees, dissemination of new procedures and revisions to Delta's standard practices, and participation in Delta's "Train the Trainer" activities. All training must be documented in the Delta Automated Training Manual System (ATMS). Separate supporting documentation must be maintained by Contractor for the longer of three (3) years or the period of time specified by applicable laws, rules, regulations and procedures. Delta shall have the right, but not the duty, to conduct audits of such training records as it deems prudent to ensure compliance with this requirement.

2.9 At Delta's request and upon the terms set forth herein, Contractor shall provide the Services specified herein, as Delta's contractor, for other air carriers ground handled by Delta from time to time. The aircraft of such air carriers shall be considered Designated Aircraft as defined in Section 2.2. Contractor shall perform the same Services for the ground handled carrier's Designated Aircraft as are performed for Delta aircraft hereunder and such Services shall be subject to the same standards and requirements, unless otherwise instructed by Delta.

2.10 At all times during which Contractor's employees are required to be performing the Services required under this Agreement, Contractor agrees to maintain a competent work supervisor (or other employee with responsibility for overseeing the performance of the Services) located at the Delta facilities at which the Services are to be performed, and to keep Delta's Station Manager/Director (or the Station Manager/Director's designated agent in charge) continuously advised of the location(s) and telephone number(s) at which such work supervisor (or other employee with responsibility for overseeing the performance of the Services) may be contacted to be advised of emergencies, worker absences, accidents involving workers, or substandard performance of work. The availability of such work supervisor or other employee shall in no way obligate Delta to communicate any such information to Contractor.

2.11 Contractor shall comply with all applicable laws, rules, regulations and procedures which govern the Services provided for in this Agreement. Contractor shall obtain all licenses and permits which may be required by any governmental authority for the performance of the contracted Services and shall pay all fees and charges therefor. The foregoing obligations are in addition to those provided in Section 7 of this Agreement.

2.12 Contractor agrees to participate in Delta's Supplier Performance Program, as amended from time to time, to the extent applicable to the Services. Supplier's failure to comply with the minimum performance standards in the program shall constitute a material breach of contract. The Supplier Performance Program measures but is not restricted to service level, product lead-time, net unit cost, operational impact, responsiveness, quality and other special programs.

2.13 If the Services listed on an Airport Annex include deicing services, then Contractor shall provide such services on an on-call basis to any carrier designated by Delta as a carrier with which Delta has a deicing or backup deicing contract. Such services shall be provided at no additional cost to Delta (or to such carrier) except to the extent such services constitute out-of-scope services (in accordance with Section 4.4) in which case compensation for such services shall be in accordance with Section 4.4.

2.14 If Contractor commences the performance of Services at any Airport prior to the full execution of an Airport Annex therefor, or continues the performance of Services at any Airport after the Termination Date specified in the applicable Airport Annex, but prior to the full execution of a replacement or renewal Airport Annex or other agreement(s) with respect to the performance of such Services after said Termination Date, the terms, conditions and provisions of this Agreement, including without limitation the indemnification obligations and insurance requirements, shall apply to such provision of Services.

3. CHARGES FOR SERVICES; PAYMENTS TO CONTRACTOR.

3.1 For providing the Services at each Airport, Delta shall pay Contractor an amount designated on the Airport Annex for such Airport per "Turn" of the Designated Aircraft (the "Unit Charge"). A "Turn" means the arrival and departure of an aircraft, excluding returns to ramp not involving a change of load. Within fifteen (15) days after issuance of each new schedule by Delta (which currently occurs on a quarterly basis) Contractor and the Delta Station Manager/Director for each Airport covered by an Airport Annex shall establish the "Projected Monthly Unit Charge Amount" for such Airport for the period covered by such schedule, by multiplying the scheduled number of Turns of Designated Aircraft for a representative 30-day period during the schedule period by the appropriate Unit Charge amounts specified on the appropriate Airport Annex, based on the aircraft types of the Designated Aircraft. Contractor and Delta recognize that irregular operations, unscheduled charters, diversions, and cancellations may result in actual aggregate monthly Unit Charges that exceed or are less than the Projected Monthly Unit Charge Amount. Notwithstanding anything to the contrary contained herein, except for changes in the scope of Services as further described in Section 4.2, the aggregate Unit Charges for any calendar month during the term of this Agreement for an Airport (i) shall not exceed the amount obtained by multiplying the Projected Monthly Unit Charge Amount by the "Maximum Monthly Unit Charge Variance" percentage specified in the Airport Annex for such Airport (said product being the "Maximum Monthly Unit Charge Amount"), and (ii) shall not be less than the amount obtained by multiplying the Projected Monthly Unit Charge Amount by the "Minimum Monthly Unit Charge Variance" percentage specified in the Airport Annex for such Airport (said product being the "Minimum Monthly Unit Charge Amount").

3.2 Depending on the Services to be provided at an Airport, Delta shall pay Contractor additional amounts for such Services to be determined as specified in the Airport Annex for such Airport ("Other Charges"). In addition to the Unit Charges and the Other Charges, if applicable, Delta will pay Contractor a fee specified in each Airport Annex for Contractor's profit (the "Management Fee").

3.3 Contractor shall bill Delta separately for each Airport on the first day of each month an amount calculated in accordance with Sections 3.1 and 3.2 above and the applicable Airport Annex for Services provided at such Airport during the preceding month. The monthly bills for each Airport shall be sent by Contractor to the address specified in the applicable Airport Annex. Alternatively, if requested by Delta, Contractor shall bill Delta on the first day of each month in a consolidated, master invoice covering all Airports for which there is an Airport Annex hereunder, or any of such Airports designated by Delta (the remaining Airports being billed individually as aforesaid). The master invoice shall break out all charges by Airport, calculated in accordance with Sections 3.1 and 3.2 above and the applicable Airport Annexes for Services provided at the applicable Airports during the preceding month. Information/audit copies of each Airport's component invoice included within the master invoice shall be sent to such Airport at the billing address specified in the applicable Airport Annex. Such information/audit copies shall be marked "Do not pay." Delta shall remit payment of undisputed

amounts within forty-five (45) days following receipt of each bill. Notwithstanding the above payment terms, the parties may negotiate different payment terms in the individual Airport Annexes, specifically to include prepayment conditions. The parties will use diligent, good faith efforts to resolve any billing discrepancies at the Airport level (*i.e.*, between the Contractor and the applicable Delta Station Manager/Director). Agreed adjustments shall be reflected on the subsequent month's master invoice, or individual Airport invoice if such Airport is not covered by a master invoice, and applied to the charges for the applicable Airport. Contractor agrees to cooperate with Delta to establish a mutually acceptable system of invoicing Delta under this Agreement by Electronic Data Interchange.

3.4 If Services pursuant to an Airport Annex begin on a date other than the first day of a month or end on a date other than the last day of a month, then the Maximum Monthly Unit Charge Amount, the Minimum Monthly Unit Charge Amount, Management Fee, and any other fees or amounts calculated on the basis of a monthly amount, shall be prorated for such first or last month.

3.5 Contractor agrees to comply with Delta's "Pay for Performance" program, as described in Exhibit D. Exhibit D contains a description of the program, a scale specifying the potential increases and decreases in the Management Fee based on Contractor's performance, and samples of the worksheets and review forms that will be used by Delta and Contractor to implement the program. The scale, the worksheets and the review forms used in the program may be revised by Delta from time to time. Delta shall provide the Contractor with a copy of any revisions made to such scale, worksheets and review forms. Contractor agrees that Contractor's monthly compensation under each Airport Annex shall be subject to increase or reduction in accordance with the program. Any reductions or increases based on Contractor's performance shall be reflected on the first monthly invoice presented by Contractor to Delta after imposition of the adjustment. In the event that any Airport Annex or this Agreement is terminated, the adjustment, if any for the applicable Airport(s), for the final month, or portion thereof, shall be reflected on Contractor's final invoice(s).

3.6 Delta shall pay to Contractor any sales tax billed by Contractor which is imposed by any taxing authority and is required to be paid by Contractor or Delta as a result of performance of this Agreement, and Contractor shall remit such payment to the taxing authority. The previous sentence notwithstanding, if Contractor bills for any sales or other tax, and if Delta determines that the Services performed hereunder are not subject to such tax and so notifies Contractor in writing, Contractor shall cease billing Delta for such tax. If for any reason a taxing authority asserts against Contractor that any Services hereunder for which tax has not been paid are subject to tax, Contractor shall notify Delta immediately upon receipt of said notice. If requested by Delta in writing, Contractor shall, at Delta's expense (and using counsel selected by Delta) take such action as Delta may reasonably direct to contest such asserted liability and shall

not pay any such taxes unless directed by Delta. If Contractor timely notifies Delta of any such assessment and has not in any way adversely affected the right to contest such assessment, Delta shall hold Contractor harmless and indemnify Contractor from and against any taxes, interest or penalties which Contractor may incur solely by reason of compliance with Delta's directions. If payment is made, Contractor shall, at Delta's expense (and using counsel selected by Delta), take such actions as Delta may reasonably direct to recover payment and shall, if requested, permit Delta in Contractor's name to file a claim or commence an action to recover such payment. If all or any part of any taxes are refunded or credited, Contractor shall repay Delta such part thereof as Delta shall have paid, including any interest received thereon.

3.7 If Delta requests Contractor to provide Services to a Designated Aircraft of a type for which no Unit Charge is specified in the applicable Airport Annex, then Contractor shall propose an appropriate Unit Price for such Designated Aircraft within three (3) days of Delta's request. If Delta and Contractor are not able to agree on the appropriate Unit Charge for such Designated Aircraft type, then Contractor shall apply the Unit Charge for the aircraft type closest in size (measured by number of seats) to the Designated Aircraft in question, adjusted for the number of seats in said Designated Aircraft.

4. CHANGES IN SCOPE; OUT OF SCOPE

4.1 Scope of Services. Contractor is to provide the Services for all arrivals and departures scheduled to be made at the Airport by Designated Aircraft (whether or not such arrivals and departures are on schedule), and all unscheduled arrivals and departures at the Airport by Designated Aircraft due to irregular operations, diversions, and unscheduled charters.

4.2 Changes in Scope. Changes (decreases or increases) in the scope of the Services may become necessary in order to address conditions that were not anticipated at the time the Unit Charge and Management Fee for each Airport were established. It is possible that these changes in the scope of the Services could result in increases or decreases in the Contractor's unit cost for providing the Services. The following are examples of potential changes in the scope of the Services that might result in an increase or decrease in the unit cost for providing the Services:

4.2.1 a material change in the average number of Designated Aircraft per month for which Services are required hereunder;

4.2.2 a material change in the fleet mix for the Designated Aircraft;

4.2.3 a material addition or reduction in man-hours due to a substantial change in the training or other requirements imposed by Delta or by applicable laws, rules, regulations and procedures;

4.2.4 the addition or reduction of services to or from those specified in the Airport Annex to be performed by such Contractor on a regular basis at such Airport.

Irregular operations, diversions, unscheduled charter operations and flight cancellations shall not be considered changes in scope.

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4.3 Adjustment to Unit Charge and Management Fee for Change in Scope. If a change in the scope of the Services occurs at an Airport and such change in scope would significantly increase or decrease Contractor's unit cost for providing the Services at such Airport, either party may notify the other in writing in accordance with Section 12 of this Agreement that such party believes such change of scope to require an adjustment to the Unit Charge for such Airport, including the recommended adjustment. The parties shall diligently and in good faith try to agree on an appropriate adjustment to the Unit Charge, or to no adjustment, within fifteen (15) days after the date of such notice. Any agreed adjustment to the Unit Charge shall be set forth in an amendment to the appropriate Airport Annex. Contractor and Delta shall also consider an appropriate adjustment to the Management Fee if a change in scope occurs.

4.4 Compensation for Out-of-Scope Services. From time-to-time, the Delta Station Manager/Director at the Airport may ask Contractor to perform services that are outside the scope of Services contemplated by an Airport Annex, and such out-of-scope services might increase the Contractor's cost of providing the Services. For example, Contractor might be asked to perform additional services with respect to the maintenance and upkeep of equipment and facilities at the Airport (e.g., extra painting of ground equipment; one-time painting of facilities). (For example, and not by way of limitation, the following shall not be considered out-of-scope services: providing the Services for arrivals and departures of Designated Aircraft that are delayed, even if such delay requires Contractor to assign staff past regularly scheduled shift hours; or providing the Services for irregular operations, diversions, or unscheduled charter operations.) Contractor shall not be paid any additional amount for out-of-scope Services unless such change would increase Contractor's costs to provide the Services and, prior to performing such out-of-scope Services, Contractor submits to the Delta Station Manager/Director at the Airport the Delta form for Authorization of Additional Charges for Out-of-Scope Services and Contractor and the appropriate authorized Delta representative agree to an amount in writing that Delta will pay Contractor for such out-of-scope Services, based on the hourly rate for out-of-scope services specified in the applicable Airport Annex. Subject to reaching such written agreement, such out-of-scope Services shall be billed in the agreed amount by Contractor as a separate line item on the monthly invoice for the Airport in question and such amount shall not be counted against or toward the Maximum Monthly Unit Charge Amount, the Minimum Monthly Unit Charge Amount, or the Management Fee for such Airport.

5. ACCOUNTING RECORDS. With respect to all invoices under this Agreement, Contractor shall keep full and detailed records and books of account on the basis of its currently established accounting methods in effect as of the effective date of this Agreement. Delta, or its nominee, shall at all times during regular business hours have the right to audit and have access to the books of account, receipts and records pertaining to invoices hereunder by Contractor. Delta shall also be afforded access to relevant other records, books, correspondence, instructions, memoranda and similar data relating to this Agreement and any of the Services. Contractor shall

preserve such documents and other records to which Delta has access rights under this Section 5 without additional compensation therefor for a period of three (3) years, or such longer period as may be required by law, after termination or expiration of this Agreement. If as a result of any such audit or otherwise it is determined that Delta has paid any excess charges for the Services, Delta shall be entitled to immediate refunds for any such excess charges paid by Delta.

6. TERMINATION OF AGREEMENT AND REDUCTION IN SERVICES.

6.1 Contractor may stop the Services or otherwise terminate this Agreement as to any Airport if Delta shall fail to make payment of undisputed amounts when due for Services performed at that Airport, in accordance with Section 3 and the applicable Airport Annex, if Delta fails to pay such undisputed amounts within fifteen (15) business days after Contractor gives Delta written notice of such failure of payment.

6.2 Delta reserves the right to reduce the scope of Services to be performed hereunder for any or all Airports upon not less than fifteen (15) days written notice to Contractor. Any reduction in scope may be accompanied by an adjustment to the Unit Charge and Management Fee pursuant to Section 4.3.

6.3 If the Contractor files for bankruptcy, has an involuntary petition filed against it which is not dismissed within thirty (30) days, dissolves, is insolvent, fails to promptly pay for materials or services for which it has received payment from Delta, creates or permits the creation of any lien on any property or premises of Delta, makes an assignment or arrangement for the benefit of its creditors, refuses or neglects to perform the Services properly and diligently (including failure to perform as a result of strike, walkout, or labor dispute affecting Contractor or others), or fails to perform any of the material provisions of this Agreement, Delta may, at its option, by written notice to Contractor, declare Contractor in default, terminate Contractor's right to proceed with all or a part of the Services at the relevant Airport, and take control or possession thereof and of materials, vehicles, equipment, supplies, tools and facilities and finish such terminated Services by such means as it sees fit; provided, however, with respect to any refusal or neglect by the Contractor to perform the Services properly and diligently, or failure to perform under other material provisions of this Agreement, the Contractor shall have ten (10) days from receipt of written notice of such default from Delta to cure the default. Upon termination pursuant to this provision, Contractor shall thereupon assign to Delta any contracts for goods or services in support of the Services, if any, selected by Delta to be so assigned.

6.4 If Delta terminates this Agreement as to any or all Airports, Delta shall pay the unpaid balance of Contractor's charges with respect to the terminated Airports for the period up to and including the date of termination. Delta can deduct from the amount due hereunder any amount that Delta may be required to pay to a third party due to the nonpayment by Contractor of any amount and any damages, costs or expenses Delta may incur or suffer in the event said termination is made pursuant to Section 6.3. Contractor shall, as a condition of receiving the payments referred to in this Section 6, execute and deliver to Delta any and all instruments that may be required to transfer property to Delta, or otherwise required for the orderly termination of this Agreement.

6.5 Delta reserves the right to retain Contractor's subcontractors, if any, and all or any part of Contractor's employees executing the Services may, at Delta's option, become employees of Delta or another contractor selected by Delta. Contractor shall take no actions to impede the ability of Delta or another contractor selected by Delta to retain such subcontractors and employees or to prohibit such subcontractors or employees from accepting such employment. Specifically, but without limiting the generality of the foregoing, Contractor shall not require its subcontractors or employees to sign "non-compete" or similar agreements. Upon termination or expiration of any Airport Annex, Delta shall take possession of all materials, vehicles, equipment, supplies, tools and facilities owned by Delta at such Airport that were in the possession of or used by Contractor.

7. SECURITY CONSIDERATIONS. Contractor agrees that in the performance of this Agreement it is of paramount importance to maintain the security and safety of passengers, the general public and all personnel employed at the Airport and to safeguard the security and integrity of all personal, public and corporate property. In this regard, Contractor agrees, in accordance with applicable laws, to take those actions reasonably necessary to accomplish this purpose, including but not limited to the actions outlined in this Section 7.

7.1 Background Checks.

7.1.1 Contractor warrants and agrees that it has performed and will continue to perform employment and access investigations in accordance with Delta's Air Carrier Standard Security Program as approved by the Federal Aviation Administration (the "FAA") as in effect from time to time, including, without limitation, the requirements of 49 U.S.C. § 44936 and the FAA's regulations promulgated pursuant thereto at 14 C.F.R. Parts 107 or 108, of all persons hired by Contractor who have unescorted access to any airport area controlled for security reasons. Such employment and access investigations shall include without limitation employment histories and verifications, verifications of identity, and, in certain cases, criminal history record checks as more particularly required in said regulations.

7.1.2 For all persons Contractor has hired or will hire who may operate a motor vehicle on the Airport Operating Area at the Airport (the "AOA"), Contractor will also conduct a five year check of the person's state motor vehicle record.

7.1.3 Employment and access investigations, background checks and motor vehicle checks shall be completed for all persons prior to Contractor allowing such persons unescorted access to any airport area controlled for security reasons or allowing such persons to operate motor vehicles on the AOA.

7.2 Drug and Alcohol Testing. Contractor warrants and agrees that, on or before the effective date of this Agreement and to the extent required by applicable laws, regulations and orders, it will establish and thereafter maintain a drug and alcohol testing program for those personnel, if so employed by the Contractor, who perform sensitive safety related and security related functions as defined by the FAA's Anti-Drug Program for Personnel Engaged in

Specified Aviation Activities (the "FAA's Anti-Drug Program"). Contractor agrees that such program will comply with all requirements set forth by the FAA. To the extent permitted by law, if Contractor employs personnel who are not covered by the FAA's Anti-Drug Program but who will have unescorted access to any airport area controlled for security reasons, such personnel shall be subject to pre-employment drug testing by Contractor for the same substances and in accordance with the same procedures as required by the FAA's Anti-Drug Program.

7.3 Additional Requirements. Contractor also agrees to undertake whatever other measures are necessary to comply with security, drug and alcohol testing, record-keeping, and other requirements appropriate to the areas to which Contractor has access or to the Services performed by Contractor under this Agreement that are imposed from time to time by public agencies such as the FAA, the United States Postal Service, the United States Customs Service, and the Airport Operator (as defined in Section 9) or by Delta. In particular, but without limiting the generality of the foregoing, if Contractor's Services hereunder include transportation, sortation, loading or unloading of the U.S. Mail, Contractor shall, to the fullest extent permitted by applicable law, comply with the requirements set forth in Schedule II attached hereto and made a part hereof. Any changes under this provision shall be negotiated as provided in Section 4.

7.4 Audit of Employment Records. Contractor shall keep at each Airport full and detailed records demonstrating its compliance with this Section 7 as to each employee employed at such Airport and shall maintain and preserve such records without additional compensation therefor for a period of three (3) years after termination or expiration of this Agreement. Delta shall have the right, but not the duty, to conduct such audits of Contractor's employment records as it deems prudent to ensure Contractor's compliance with this Section 7.

7.5 Security of Property. Maintaining the security of the property of Delta and of its employees, agents, customers and invitees is an essential aspect of Contractor's performance under this Agreement. Contractor shall emphasize to its employees the importance of ensuring the security of the property of Delta and of Delta's employees, agents, customers and invitees and shall, in accordance with applicable law, take appropriate steps to ensure such security.

8. PROPRIETARY INFORMATION. In the course of performing Services under this Agreement, it is possible that Contractor may obtain access to confidential and proprietary information of Delta, such as passenger or customer lists and pricing information. Contractor agrees that if it acquires any such information in the course of performing Services under this Agreement, it shall maintain such information in confidence, shall not use such information for any purpose other than performing Contractor's obligations under this Agreement and shall not disclose such information to a third party during the term of this Agreement and for three (3) years after the termination or expiration of this Agreement, unless Contractor has obtained the prior written consent of Delta and provided the information is not in the public domain or independently developed by receiving party. Contractor may make disclosure pursuant to requirements of a governmental agency or disclosure required by operation of law, provided that Contractor shall give Delta reasonable advance notice to contest such requirement of disclosure.

9. ON-SITE OPERATIONS AND OFFICE SPACE.

9.1 If so designated in an Airport Annex, Delta shall provide Contractor with on-site office and operations space at the Airport named in such Airport Annex (referred to in this Section 9 as the "Premises") solely for use by Contractor in the performance of this Agreement. The size and location of the Premises shall be determined by Delta, in its sole discretion, and may be changed if deemed necessary or desirable by Delta, in its sole discretion. This grant of the right to use the Premises in connection with this Agreement is in all respects subject and subordinate to the terms and conditions of any and all leases, permits or other agreements between the operator of the Airport (the "Airport Operator") and Delta and any and all leases, permits or other agreements between any other entity and Delta with regard to the Premises, as amended or supplemented (such leases, permits and other agreements, as amended or supplemented, are hereinafter referred to as the "Master Agreements"). Contractor shall not commit or permit to be committed any act or omission that shall violate any term or condition of the Master Agreements and shall make no alterations, additions or improvements to the Premises. Upon the expiration or earlier termination of the Airport Annex for the Airport where the Premises are located, Contractor shall return the Premises to Delta in their original condition, subject only to ordinary wear and tear. The Premises are to be used solely for the purpose of providing office space and operations space for the performance of this Agreement for Delta and shall be used for no other purpose whatsoever. Delta shall provide at the Premises utility services; provided, however, that Delta shall have no liability or responsibility, and Contractor hereby waives any claims against Delta, for any interruption or cessation of any such services, unless such interruption or cessation is caused by the gross negligence or willful misconduct of Delta.

9.2 Contractor shall not use the Premises or any Delta-supplied equipment for any purpose other than for the performance of the Services (for example, for the provision of services to other air carriers for other than Designated Aircraft) without first obtaining Delta's written permission. Delta's permission may be granted or withheld in its sole and absolute discretion for any or no reason, and may be conditioned on, among other things, Delta's receipt of a credit against invoices for Services performed at the Airport for the rental value of such use of the Premises and/or equipment in an amount to be determined by Delta.

10. INSURANCE.

10.1 At all times during the term of this Agreement, Contractor, with respect to the operations and Services contemplated in this Agreement, agrees to carry and maintain at its own cost and expense Commercial General Liability Insurance for an amount of not less than the applicable amount specified below, combined single limit on an occurrence basis for bodily injury and property damage. This insurance shall include contractual liability and shall be in such form as reasonably required by Delta. The insurance shall name Delta and the Airport Operator as additional insureds to the extent of Contractor's indemnity obligations hereunder and shall contain a standard cross-liability or severability of interests clause or endorsement such that the interests of additional insureds may be asserted against the initial named insured. The applicable limit shall be determine as follows:

If the Services include Security Services	\$25,000,000
All other combinations of Services	\$15,000,000

10.2 Contractor agrees to maintain Workers' Compensation Insurance with a combined single limit per occurrence in the greater of the amount of \$1,000,000 or the amount required by law, and Employers' Liability Insurance in the amount of \$1,000,000 to cover its employees. Contractor agrees to be solely and fully responsible for the payment of all Workers' Compensation benefits for its employees. Notwithstanding anything to the contrary contained herein, however, if Workers' Compensation Insurance is elective rather than compulsory in any jurisdiction in which the services are provided pursuant to this Agreement, if said jurisdiction permits self-insurance, and if Delta has approved in advance and in writing Contractor's self-insurance program for Workers' Compensation Insurance for such jurisdiction, then Contractor may self-insure against such claims in such jurisdiction until such time as Delta revokes its approval of such self-insurance program.

10.3 Contractor agrees to maintain Automobile Liability Insurance with minimum limits for Bodily Injury and Property Damage equal to \$5,000,000 Combined Single Limit for each occurrence covering all liability arising out of any vehicle operated by Contractor and used in the performance of the express or implied terms of this Agreement. The policy shall name Delta and the Airport Operator as additional insureds to the extent of Contractor's indemnity obligations hereunder and shall contain a standard cross-liability or severability of interests clause or endorsement.

10.4 If the Services to be performed by Contractor under this Agreement at any Airport include the handling of money on Delta's behalf, Contractor shall obtain and maintain in effect during the term of this Agreement, a fidelity bond in the amount of \$100,000, naming Delta as loss payee, protecting against theft by Contractor's employees and its subcontractors' employees.

10.5 Contractor shall obtain the insurance required by this Agreement from a financially sound insurance company of recognized responsibility and shall furnish Delta with a certificate of insurance evidencing such coverage prior to commencing its Services under this Agreement. Such insurance policies shall be considered primary, without contribution from any other insurance which is carried by Delta or the Airport Operator. All insurance policies shall provide that the insurance shall not be invalidated by any action or inaction of Contractor, that Contractor agrees to waive all rights of subrogation against Delta and the Airport Operator and that the insurance shall continue in full force and effect for at least thirty (30) days after Delta and the Airport Operator receive written notice of cancellation, termination or material alteration.

11. INDEMNIFICATION.

11.1 To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless Delta and the Airport Operator, and their respective directors, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and attorney's fees), which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or nonperformance of Services or other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by Delta, including but not limited to injury to or death of any person, damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of Delta), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including but not limited to those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim arising from the sole negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any other obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under Workers' Compensation Acts, disability benefits acts or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

11.2 FAA Violations, Fines: Swissport and its team members will be allowed to actively participate with Delta in the mitigation of any fines covered by this indemnification clause.

12. NOTICES. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or by facsimile transmission ("fax"), or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address or to its fax number, as appropriate, as set forth below:

Contractor:

Swissport USA, Inc.
45025 Aviation Drive
Suite 350
Dulles, Virginia 20166
Attention: Thomas A. Dyer
Fax No.: (703) 742-4321

Delta:

Delta Air Lines, Inc.
1010 Delta Boulevard
Atlanta, Georgia 30320
Attention: Department 801 - Customer Service Supply Chain
Fax No.: (404) 773-1147

Any such notice, request, or other communication shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, on the date of receipt if delivered by fax, or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given shall not affect the validity or the effectiveness of the notice, request or other communication. By giving at least ten (10) days' prior written notice thereof, either party may from time to time and at any time change its mailing address or fax number hereunder.

13. CONSENT. It may be necessary to obtain the consent of some or all of the Airport Operators to this Agreement. In the event such consent is required and is denied, or is granted and subsequently revoked, canceled or terminated with respect to any Airport, the Services at such Airport shall be immediately terminated, and Contractor shall immediately vacate and surrender any Delta premises.

14. FORCE MAJEURE. In the event that Delta's flight operations at any Airport are halted or substantially decreased by reason of strike, labor dispute, picketing, action or interference of governmental authorities, riots, terrorist attack, act of God or other cause reasonably beyond the control of Delta, this Agreement (and payment for Services hereunder) may be suspended with respect to such Airport for the duration of such halted or decreased operations, on twenty-four (24) hours' notice addressed by Delta to Contractor.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its laws regarding conflict or choice of law, and Contractor voluntarily submits itself to the jurisdiction of the state and federal courts situated in Fulton County, Georgia, for any dispute arising hereunder.

16. SUBCONTRACTS; ASSIGNMENT. Delta acknowledges that Contractor may subcontract out some of the Services to be provided hereunder; however, Contractor shall not subcontract out or delegate any of the Services to be provided hereunder without the prior written consent of Delta. All such approved subcontracts shall conform to any applicable requirements of this Agreement. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

17. ENTIRE AGREEMENT. This Agreement, including all Annexes, Exhibits and Schedules hereto (which Annexes, Exhibits and Schedules are incorporated herein by reference), constitutes the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties concerning the same, whether written or oral.

18. MODIFICATIONS AND AMENDMENTS. This Agreement shall not be modified or amended in any respect except by written instrument duly executed by or on behalf of each of the parties to this Agreement.

19. NO WAIVER. No provision of this Agreement shall be deemed to have been waived by Delta unless such waiver is in writing and signed by Delta, nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Delta to insist upon the performance by Contractor in strict accordance with the terms hereof.

20. REMEDIES CUMULATIVE. Each right and remedy of Delta provided for in this Agreement, or now or hereafter existing at law, in equity or by statute or otherwise, shall be cumulative and concurrent, and the exercise or beginning of the exercise of any one or more of such rights or remedies shall not preclude the exercise of that right or remedy in the future or the exercise of any other right or remedy at any time.

21. SEVERABILITY. If any provision or term of this Agreement shall be determined to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

22. NONDISCRIMINATION. The provisions of Schedule I attached hereto, are incorporated herein for all purposes.

23. SERVICES FOR HANDICAPPED. Consistent with the Air Carrier Access Act of 1986 and 14 C.F.R. 382, Contractor shall not discriminate on the basis of handicap in performing services under this Agreement. In any matter relating to the Contractor's provision of Services under this Agreement to handicapped individuals, Contractor's employees and subcontractors shall comply with any directives of Delta's Complaints Resolution Officials (CROs) which are issued under 14 C.F.R. 382.65.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first written above.

SWISSPORT USA, INC.

DELTA AIR LINES, INC.

By _____

By: _____

Printed Name _____

Wallis D. Shoppy

Director

Customer Service Supply Chain Management

Deleted: Purchasing

Title _____

By: _____

Ira G. Pearl

Director - ACS Ground Operations

Deleted: Current

EXHIBIT A

Services are defined as set forth in the following sections of this Exhibit A:

1. Ramp Handling Specifications
2. Cargo Handling Specifications
3. Mail Handling Specifications
4. Cabin Cleaning Specifications
5. GSE Maintenance Specifications
6. Security Services Specifications
7. Skycap Services Specifications
8. Janitorial Services Specifications

Each Airport Annex shall designate those Services to be performed at the Airport named thereon by reference to the categories above.

1. RAMP HANDLING SPECIFICATIONS

I. REPRESENTATION AND ACCOMMODATION

A. General

1. Liaise with local authorities.
2. Indicate that the Contractor is acting as handling agent for Delta.
3. Inform all interested parties concerning movements of Delta's aircraft.

II. LOAD CONTROL AND COMMUNICATIONS

A. Load Control

1. Convey and deliver flight documents between the aircraft and appropriate airport buildings.

III. UNIT LOAD DEVICE CONTROL *(NOT APPLICABLE TO ALL CITIES: TO BE PERFORMED AT THE AIRPORT IF REQUESTED BY DELTA)*

A. Handling

1. Apply correct storage and handling techniques in accordance with Delta's requirements.
2. Take appropriate action to prevent theft or unauthorized use of or damage to all Unit Load Devices in the custody of the Contractor. Notify Delta immediately of any damage to or loss of such items.

B. Administration

1. Maintain a stock record of all Unit Load Devices received and dispatched in an able manner, as mutually agreed.
2. Issue Control Receipts when Unit Load Devices are transferred to or from the owning carrier on the instruction of the delivering carrier.
3. Compile and dispatch Stock Check Messages (SCM), as mutually agreed.
4. Compile and dispatch Unit Load Device Control Messages (UCM), according to UCM procedure.
5. Prepare Unit Load Device Receipt (LUC) for all transfers of Unit Load Devices and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies according to Delta's instructions.
6. Handle lost, found and damaged Unit Load Device matters and notify Delta of such irregularities.

IV. PASSENGERS AND BAGGAGE

A. General

1. If applicable, arrange storage of baggage in the Customs' bonded store if required (any fees to be paid by the passenger).
2. Handle lost, found and damaged property matters, as mutually agreed.
3. Report to Delta any irregularities discovered in passenger and baggage handling.

B. Arrival

1. Deliver baggage in accordance with local procedures.

C. Baggage Handling

1. Handle baggage in the bag room area.
2. Prepare for delivery onto flights
 - (a) Bulk baggage.
 - (b) Unit Load Devices.
3. Establish the weight of built-up Unit Load Devices (NOT APPLICABLE TO ALL CITIES; TO BE PERFORMED AT THE AIRPORT IF REQUESTED BY DELTA)
4.
 - (a) Offload bulk baggage from vehicles.
 - (b) Break down and/or empty Unit Load Devices.
 - (c) Check incoming baggage for transfer connections.
5.
 - (a) Sort transfer baggage.
 - (b) Store transfer baggage for a period to be mutually agreed prior to dispatch.
6. Provide transport of transfer baggage to the bag room area of the receiving carrier.
7. Take appropriate action to prevent theft of, or damage to, baggage.
8. Handle crew baggage, as mutually agreed.

V. RAMP**A. Marshaling**

1. (a) Provide marshaling at arrival and/or departure.

B. Parking

1. Position and/or remove wheelchocks.
2. Position and/or remove
 - (a) landing gear locks.
 - (b) engine blanking covers.
 - (c) pitot covers.
 - (d) surface control locks.
 - (e) tailstands and/or aircraft tethering.
3. Position, remove and operate suitable ground power unit for supply of necessary electrical power.

C. Ramp to Flight Deck Communication

1. Perform ramp to flight deck communication
 - (a) during tow-in and/or push-back.
 - (b) during engine starting.
 - (c) for other purposes.

D. Loading and Unloading

1. For a period to be mutually agreed, position and remove suitable passenger steps. Position and remove suitable loading bridges. Position and remove flight deck steps.

2. Provide
 - (a) passenger
 - (b) crew
 transport between aircraft and airport terminals, if required.
3. Operate suitable equipment for loading and/or unloading.
4. Operate suitable equipment for transport of loads between agreed points on the airport, as required. (Equipment to be released and/or made available, as mutually agreed.)
5. Assemble/deliver/receive loads.
6.
 - (a) Unload loads from aircraft, returning lashing materials to Delta.
 - (b) Load, stow and secure loads in the aircraft in accordance with Delta's instructions and procedures. (Lashing materials may be charged at cost.)
 - (c) Operate in-plane loading system in accordance with Delta's instructions.
7. Load, stow and secure special cargo, for example, perishables, live animals, valuables, news films, dangerous goods and other special shipments in accordance with Delta's instructions.
8. Redistribute loads in aircraft according to Delta's instructions.
9.
 - (a) Open and secure aircraft hold doors.
 - (b) Secure and lock aircraft hold doors when loading is complete.
10. Arrange for safeguarding of all loads with special attention to valuables and vulnerable cargo during loading/unloading and during transport between aircraft and airport terminal(s).

E. Starting

1. Position, remove and operate appropriate unit(s) for engine starting.

F. Safety Measures

1. Position, remove and operate suitable fire fighting equipment and other protective equipment, as required.

G. Moving of Aircraft

1.
 - (a) Position and remove suitable tow-in and/or push-back equipment. (Towbar to be provided by Delta unless otherwise agreed.)
 - (b) Tow in and/or push back aircraft according to Delta's instructions.
 - (c) Tow aircraft between other agreed points according to Delta's instructions.

VI. AIRCRAFT SERVICING

A. Exterior Cleaning (ONLY PERFORMED AS NEEDED)

1. Perform exterior cleaning of flight deck windows.
2. Perform reasonable cleaning of aircraft integral steps.
3. Wipe excess oil from engine nacelles and landing gear.
4. Clean wings, controls, engine nacelles and landing gear.
5. Clean cabin windows.

B. Cooling and Heating

1. Position, remove and operate cooling unit.
2. Position, remove and operate heating unit.

C. Snow and Ice Removal

1. Remove snow from aircraft without de-icing.
2. Position, remove and operate de-icing unit.
3. All materials and processes used in connection with snow and ice removal must be consistent and in full compliance with Federal Aviation Regulations Part 121 (14 C.F.R. Part 121). Contractor shall use only Delta approved deicing procedures.

VII. SECURITY

A. Passengers and Baggage

1. (a) Provide
or
(b) Arrange for handling of unidentified baggage, as required.
2. (a) Provide
or
(b) Arrange for baggage identification.

VIII. JANITORIAL FUNCTIONS

1. Replenish supplies in restrooms and break areas as needed.
2. Pick up trash and empty waste baskets.
3. Sweep and mop floors as needed.
4. Other light janitorial duties as required to maintain cleanliness of work area.

IX. MAINTENANCE RELATED FUNCTIONS (These functions shall be performed only on request. If needed, appropriate training will be provided by Delta.)

1. Add Engine Oil
2. Sump RON aircraft fuel tanks
3. Ride brakes on towed aircraft
4. Add Hydraulic fluid
5. Starting and Shutdown of APU's
6. Heat pack operations
7. Predeparture checks
8. Tire pressure checks
9. Sign off aircraft log book

2. CARGO HANDLING SPECIFICATIONS

I. GENERAL

A. Representation and Accommodation

1. Liaise with local authorities.
2. Indicate that the Contractor is acting as handling agent for Delta.

B. Communications

1. (a) Compile
(b) Dispatch and receive all messages in connection with the services performed by the Contractor, using Delta's originator code or double signature procedure, as applicable. Inform Delta's representative of the contents of such messages. Charges for transmitting messages may be recharged to Delta. (includes AWBs and supporting documentation)
2. Maintain a message file containing all above-mentioned messages pertaining to each flight for ninety days or longer as mutually agreed.

II. CARGO HANDLING - GENERAL

A. Physical Handling

1. Provide and maintain clean, well-lighted facilities for handling of cargo, protecting cargo from weather.
2. Take appropriate action to prevent theft of, or damage to, cargo.
3. Ensure safe operation of all equipment in facility.
4. Provide, as locally available, essential equipment and storage facilities for perishables, live animals, valuables, news films, dangerous goods and other special shipments. (provide acceptance/certification check for all dangerous goods to be handled per existing procedures and regulations applicable to Delta)
5. Store cargo for a period to be mutually agreed.
6. Obtain receipt upon delivery of cargo.

B. Document Handling

1. Check all documents to ensure shipment may be carried in accordance with Delta's requirements. The check shall not include the rates charged.

C. Customs Control

1. Place cargo under Customs' control, if required, and clear discrepancies in accordance with local regulations.
2. Present to Customs, as required, cargo for physical examination.
3. Assemble flight kits and manifests for customs, transport these documents to flights and to Customs locations.

D. Irregularities Handling

1. Take immediate action in accordance with Delta's and/or local authorities' instructions in respect of irregularities, damage or mishandling of dangerous goods and special cargo shipments. Set up inspection services as required.
2. Report to Delta any irregularities discovered in cargo handling. Research and resolve 'not-found', 'uncreated DASH' and delinquent handling reports.
3. Handle lost, found and damaged cargo matters, as mutually agreed. (repair or repackaged damaged containers for further carriage)
4. Notify Delta's Consumer Affairs Department of complaints and claims, giving supporting data.
5. Process such claims, as mutually agreed.
6. Resolve customer complaints at first point of contact within established guidelines.
7. Research and respond to Delta's Consumer Affairs Department and/or Cargo Receivables Department inquiries about shipment handling or billing errors.
8. Prepare documents necessary to process claims relative to the check list provided by Delta. Any cargo that is damaged, torn open, crushed, or soiled, should be noted on a damage/irregularity report, photographed and given immediately to Delta's Cargo Claims Department.
9. Complete claims report and required documentation within 3 days of request by Delta.
10. Non-delivery notices must be completed and mailed for unclaimed shipments. Shipment must be forwarded to System Lost and Found in ATL.
11. Take action in accordance with applicable instructions when consignee refuses acceptance or payment.
12. All import short shipments, damages and short landings must be telexed to the origin and transit stations and a proper short shipment and/or damage report filled out.
13. All irregularities must be remarked and updated in Delta computer.

E. Collections

1. Delta's credit procedures shall be followed regarding the acceptance of personal or company checks. In the event Contractor fails to comply with Delta's credit procedures, Contractor will reimburse Delta for the amount of such checks provided that Delta is unable to effect collection from the issuer. Delta's list of acceptable credit cards will be accepted for payment. Acceptance of other credit cards tendered must be approved by Delta prior to their use. Delta shall bear all risk of loss, and shall handle at its own cost and expense, all collection activities that may result from the acceptance of a credit transaction which is handled in accordance with Delta's standard procedures. In the event Contractor fails to comply with said procedures, Contractor will reimburse Delta for the amount of such credit transaction provided that Delta is unable to effect collection from the issuer.
2. Balance actual daily collections against computer totals.
3. Place collections in safe and maintain record of deposit in the safe.
4. Close the agent control record indicating balance results.
5. Audit the daily station totals.

6. Prepare bank deposit using agent sales envelopes and computer generated daily sales report and deposit all funds in the local Delta bank account daily.
7. Collect all required collections documentation for forwarding to corporate Cargo Accounting office.
8. Complete the cash drawer funds transfer document as required.

F. Release

1. Customs status must be verified as "cleared" on in-bond shipments prior to release.
2. Neither cargo nor shipping documents shall be released to any individual unless customer has completely established their identity and right to receive same to the satisfaction of a supervisor, or representative. At the minimum, the customer must produce proof of identity with photograph.
3. Verify payment has been made to Delta before shipment is released.

G. Loading and Unloading

1. Provide
or
2. Operate suitable equipment for transport of cargo loads between agreed points on the airport, as required. Ensure safe operation of all equipment. (Equipment to be released and/or made available, as mutually agreed.)
3. Load shipments in conveyances to ensure safe transport to outbound flights.
4. Unload shipments from conveyances to separate shipments by AWB number.

H. Manifesting/Load control

1. All documents must be checked for completeness, including AWBs and export declarations. Ensure all necessary licenses, permits, customer forms, and invoices are provided.
2. A full check must be made of dangerous goods and the dangerous goods form (Notification to Aircraft Commander - NOTAC) must be prepared.
3. All documents as received must be checked into the computer, and if booked, remarked as received. If not booked, shipment must be booked and remarked on-hand.
4. All manifesting must be done by pallet, or ULD unit, listing all cargo placed in the unit.
5. Partially loaded shipments must be remarked as partials and noted as to the location of the balance of the cargo. Actual weight of pallets/containers must agree with manifest weight.
6. Preliminary weight notification by phone and by telex must be made to the Weight and Balance office before departure time. Estimate weights must be called in before departure. Final weights must be passed to Delta's Flight Control within locally specified times before departure.
7. All outgoing documentation must be stored in an area by destination and flight.
8. All special shipments must be accompanied by all required documentation (e.g., licenses, health certificates, permits, customer forms and invoices).

I. Miscellaneous

1. (a) Provide
or
(b) Arrange for handling of specialized cargo products, as mutually agreed.
(make advance arrangements (bookings) for such shipments) (ensure presence of required documents, and acceptability for carriage)
2. Handle diplomatic mail, as mutually agreed.
3. Handle company mail, as mutually agreed.
4. Maintain daily totals of locally handled originating, transfer and terminating cargo; record type, tonnage and revenue.
5. Respond to customer inquiries about invoices and AWB details, specifically related to charges.
6. Maintain inventories and controls of both accountable and expendable supplies.

III. OUTBOUND CARGO

A. Physical Handling

1. Accept cargo in accordance with Delta's instructions, ensuring that
 - (a) shipments are "ready for carriage"
 - (b) the weight and volume of the shipments are checked. (measure shipments, as needed for density discount or dimensional weight rating)
- (c) international bookings are controlled using computer programs.
2. Tally and assemble for dispatch, cargo up to capacity available on Delta's flights. (including COMAT shipments as space allows) (Inform ramp personnel of desired loading priorities and identify high priority items)
3. Prepare
 - (a) Bulk cargo
 - (b) Unit Load Devices for delivery onto flights. (including re-processing of all no-ride cargo for next available outbound flight) (segregate cargo, by destination and/or flight)
4. Monitor and control Unit Load Device inventories and releases to approved customers.
5. Establish the weight of built-up Unit Load Devices.
6. Establish the weight of load and provide Flight Control with outbound weights.
7. Monitor backlog situations at origin and transfer points, establishing suspensions as needed. Utilize surface movement if required to relieve backlog situations or to forward 'oversize' shipments.
8. Palletize/depalletize cargo, load/unload cargo off carts, and transfer cargo to interline carriers.

B. Receiving

1. Follow procedures for verification of security of shipment using Known/Unknown certified/uncertified freight forwarders.
2. Do not accept cargo that is damaged or partial shipment.
3. A ULD receipt shall be completed for any cargo received in a ULD.
4. Ensure that the weight and size of the entire shipment can be loaded on Delta aircraft as requested in the AWB routing.
5. Dangerous goods will be checked, and if refused, a dangerous goods refusal form will be filled out with copy to the local Delta representative.
6. The following computer entries will be made in Delta's system:
 - (a) Locate booking for shipment using either AWB number or reference number. Enter shipment information and identify available space (origin to destination) for the shipment.
 - (b) Enter data for unbooked cargo (lot label created).
 - (c) Enter data on booked cargo to show shipment received.
7. High value shipments must be filed with CAGPT stickers.
8. Prior written approval must be obtained from Delta before movement of firearms and explosives.
9. No items of extraordinary value are to be received without prior booking and/or alerting Delta.
10. All transfer cargo received should be checked for paperwork (i. e. AWBs, declarations, and forwarder documents) before storage.
11. Retape any open or vulnerable boxes received, document it on the AWB or refuse the shipment.
12. Perishable details must be given to Delta by marking actual weight on the AWB and dimensions of each piece on each container.

C. Document Handling

1. (a) Ensure completion of an AWB for each tendered shipment. Create an electronic record of AWB details for customer identification and accounting information. Retain AWB copies as specified and forward copies with shipment as mutually agreed.
- (b) Provide the load control unit with Special Load Notification, as required. Split AWB sets. Forward applicable copies of manifests and air waybills, as mutually agreed.
- (c) Where applicable, return copy of AWB to shipper, endorsed with flight details. Generate and apply labels identifying each piece of the shipment.
- (d) Match all international customer shipment invoices with AWB documentation and shipments.
- (e) Maintain files of truck bills and road feeder service deliveries, approve billings and prepare drafts for payment with approval and signature of local Delta representative.

D. Customs Control

1. Obtain Customs' export clearance.
2. Prepare Customs documentation, for example, for cross-border truck services, as mutually agreed.

IV. INBOUND CARGO**A. Physical Handling**

1. Offload bulk cargo from Unit Load Devices or conveyances, when applicable.
2. Preserve Shipper Built Unit Load Devices.
3. Check incoming cargo against AWBs and manifests. (consolidate by AWB number; for international shipments segregate by both master and house waybill)
4. Release cargo to the consignee or agent upon proper release by Customs and other government agencies, as required.
 - Obtain customer signatures in support of possible future claims and for proof of delivery.
 - Assist customers in loading shipments.
 - Close out AWB record in computer when signed delivery receipts are obtained).

B. Document Handling

1. Notify consignee or agent of arrival of shipments in accordance with applicable instructions. (update computer shipment history to confirm shipments on hand at destination) (respond to customer inquiries about shipment location during transit) (arrange delivery to customers when required; coordinate arrangements with truck delivery service) Distribute proof of delivery copies via facsimile or mail as requested by customers, Cargo Receivables or Cargo Accounting.
2. Mail C.O.D. payments to shippers after collection.
3. Maintain a change fund for agent cash drawers.
4. Match all international customer shipment invoices with AWB documentation and shipments.

C. Receiving

1. Complete documentation after flight arrival for brokers and agents.
2. Check cargo against documents and complete breakdown by "House" waybill.
3. Store perishable cargo and notify consignees immediately upon arrival.
4. Organize and archive import documents and paperwork per Delta instructions.
5. Consolidation manifests and clearance forms as designated by Delta shall be used.
6. Urgent perishable cargo needing special delivery/overtime clearance will be available within 2 hours after arrival.

V. INTERLINE CARGO

1. Sort transfer cargo by destination for outbound flights.
2. Prepare transfer manifests for cargo to be transported by another carrier. Obtain needed signatures on AC-2 document.
3. (a) Provide
or
(b) Arrange for transport to the receiving carrier's warehouse or locally specified transfer area.
4. Research rates for interline shipments and create computer records.
5. Requested Proof of Delivery for reforwarding and transfer details must be responded to and recorded in the Delta computer.

VI. SUPERVISION AND ADMINISTRATION**A. Supervisory Functions**

1. Attend at the airport as necessary to coordinate with any third party ground handling services contractor(s) retained by Delta.
2. Cooperate with Delta's designated representative, as required.
3. Ensure that Contractor's employees are timely informed about operational data, including schedule changes, cancellations, or delays.
4. Check availability and preparedness of staff, equipment, supplies and services of Contractor to perform the services.
5. Check preparation for documentation.
6. Ensure that prompt notification of Delta's requirements is given to all interested parties.
7. Check that all loads including necessary documents will be ready in time to be loaded on the flight.
8. Check dispatch of operational messages.
9. Tracers must be initiated, researched, filed and stored according to Delta procedure. A status log of tracers must be maintained and made available to Delta for inspection.
10. A physical check and inventory should be made of all cargo on a weekly basis, and reconciled against outstanding lost or missing cargo.

B. Administrative Functions

1. Establish and maintain local procedures in accordance with Delta's requirements.
2. As required, take action on all communications addressed to Delta.
3. Prepare, forward and file reports/statistics/documents and perform any other administrative duty that may be required by Delta with regard to local conditions.

The following reports are required:

- . Daily Sales Reports (DSR)
- . USDA Live Animal Inspection Reports
- . Cargo Discrepancy Report
- . The Not Closed-out AWB (28-day) Report
- . The Delinquent Short Form AWB Report

- . The Delinquent Handling Report
- . Station ULD Inventory Report
- . Terminating Inventory Report

4. The following publications, signs, records, and lists must be current and accessible:

- . The Cargo or ACS training manual
- . Delta Cargo operations manuals
- . The IATA dangerous goods regulations manual
- . IATA Live Animal Regulation
- . Quick reference materials must be neat accessible and accurate (i.e., withdrawn accounts, freight forwarder numbers, etc.)
- . Log for recipients of the FAA known shipper notifications
- . DOT publication P.5800.6 "Emergency Response Guidebook"
- . Government-required posters and signs must be properly displayed (i.e. Federal Minimum Wage, Equal Opportunity, Railway Labor Act, Americans With Disabilities, Job Safety and Health Protection, Employee Polygraph Protection Act, and Right To Know)
- . The CargoFax Handbook
- . The ACI Air Freight directory
- . Emergency phone numbers
- . All Cargo service bulletins

C. Equipment

1. Motorized

Prior to the start of each shift, an equipment check sheet is to be completed for all motorized equipment used during that shift. The following items will be checked to ensure the proper operation of the vehicle:

- (a) fuel
- (b) fluid levels
- (c) lights
- (d) brakes
- (e) emergency brake
- (f) horn
- (g) wipers
- (h) tires
- (i) mirrors
- (j) hitches
- (k) windshields

Any unserviceable and/or unsafe equipment is to be reported to Delta and Contractor management and removed from service.

Vehicle exterior and interior must be kept clean and in good repair.

2. Non Motorized

The following items will be checked to ensure the proper operation of the transporters, containers, and carts:

- (a) tongues
- (b) doors/latches.
- (c) bumpers
- (d) curtains
- (e) brakes
- (f) tires
- (g) rollers and locking devices.
- (h) hitches

D. ULD Control

- 1. Establish and maintain procedures in accordance with the ULD Coordinator Handbook for the use and management of ULD containers and pallets.
- 2. Exercise proper care over the handling of ULD's under Contractor's control in accordance with Delta policy and procedures.
- 3. Submit a physical Daily/Weekly inventory of ULD's on hand.
- 4. Contractor shall manage, coordinate, and enforce all rules relevant to ULD demurrage charges.

E. Miscellaneous Equipment

- 1. Forklift batteries must be stored and maintained properly.
- 2. Forklift battery chargers must be in proper working condition.
- 3. Scales must be tested periodically and calibrated semi-annually.

VII. SECURITY**A. Cargo**

- 1. Provide

or

Arrange for

- . secure storage
 - . physical examination
 - . screening
 - . maintenance of a local file of Known Shippers
 - . identification of certification status of Freight Forwarders
 - . decompression.
- 2. Security control should be ongoing at docks throughout the terminal, and access to terminal should be restricted.
- 3. Take appropriate action to prevent theft of, unauthorized use of, or damage to Delta's ULD's, pallets, containers, nets, straps, tie-down rings and other material in the custody of the Contractor. Notify Delta immediately of any damage to or loss of such items.
- 4. Safe combinations must be changed once quarterly.

5. The form 0412-20119 (emergency, sabotage, bomb or hi-jack threat form) must be positioned at all telephone locations which have a listed number.
6. All high value items authorized for acceptance must be securely stored.
7. Communicate unusual shipments to all stations in routing and use the IATA Dangerous Goods publication as the guide for handling Dangerous Goods shipments to ensure shipments are properly identified.
8. The following procedures regarding gate security controls should be established at all cargo terminals to protect access in and out of restricted areas:
 - (a) Cargo handling areas and loading zones will be prominently posted as restricted areas. An FBI poster indicating that theft of interstate commerce is a strict offense should also be displayed prominently.
 - (b) Loading and unloading dock doors should be kept closed and locked except as is necessary in order to perform efficient cargo handling operations.
 - (c) A four-inch wide yellow line should be painted on the floor of each cargo terminal at or about ten feet from the edge of the loading and unloading dock. No one is permitted in the terminal beyond this line without authorization of the terminal manager or someone designated by the terminal manager. No cargo should be left outside the yellow line.

B. Theft and Pilferage

1. Contractor is monetarily liable for thefts, and/or pilferage after cargo has been checked in to the warehouse.
2. Cargo subject to pilferage should be immediately isolated for inventory, recouping and preparation of report as to damage.
3. Cargo should not be left unattended.
4. All damaged or open boxes should be taped and secured to assure proper safety of the contents.

VIII. SERVICE STANDARDS

1. Customers must be assisted in the loading and unloading of their cargo.
2. Agents must be attired in uniforms and groomed to meet Delta standards.
3. Each customer contact agent must maintain a clean and organized work station.
4. Customer service telephone inquiries must be handled in a professional, timely, and courteous manner.
5. Customer service areas must be supplied with marketing promotions. (i.e. posters, brochures, timetables).
6. The closest parking spaces must be reserved for customer use.
7. Personnel will promptly respond to booking requests and will take appropriate action in accordance with Delta's policies and procedures.

3. MAIL HANDLING SPECIFICATIONS**I. GENERAL****A. Representation and Accommodation**

1. Liaise with local authorities.
2. Indicate that the Contractor is acting as handling agent for Delta.

B. Communications

1. (a) Compile
- (b) Dispatch and receive all messages in connection with the services performed by the Contractor, using Delta's originator code or double signature procedure, as applicable. Inform Delta's representative of the contents of such messages. Charges for transmitting messages may be recharged to Delta. (includes air waybills and supporting documentation).
2. Maintain a message file containing all above-mentioned messages pertaining to each flight for ninety days or longer as mutually agreed.

II. POST OFFICE MAIL**A. Physical Handling - Inbound**

1. Check incoming mail against Post Office mail documents.
2. Deliver incoming mail to the AMF from the flight line to meet time limits established by Delta and the Post Office.
3. Ensure delivery times recorded by Post Office scanning are accurate.
4. Deliver AV7 form to local postal representative for signature and return to Delta.
5. Ensure mail is protected from inclement weather.
6. Ensure mail is secured during transit.

B. Physical Handling - Outbound

1. Sort mail, flight specific, by local and connection destinations or according to Delta instructions as may be necessary, into conveyance provided by Delta.
2. Transport and deliver all outbound mail, along with supporting documentation and billing forms, to the flightline departure gate within the established cutoff ("lockout") times for flights as specified on the Destination and Routing (D&R) time limits.
3. Accept and check outgoing mail from the postal authorities against Post Office mail documents receipt.
4. Sort, load, separate, and process mail for outbound flights to be date, flight, and destination specific.
5. Complete and forward AV7 form to Delta representative for international mail.
6. Ensure mail is protected from inclement weather.
7. Ensure mail is secured during transit.
8. Estimated mail weights must be transmitted to flight control dispatcher for all flights.